BILL NO. S-86-08-18

SPECIAL ORDINANCE NO. S-145-86

AN ORDINANCE approving the Street Lighting Maintenance Contract for Res. #181-86, between T & F Construction Corporation of Indiana and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Street Lighting Maintenance Contract for Res. #181-86, by and between T & F Construction Corporation of Indiana and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> The Contract for Res. #181-86, Construction and Maintenance Contract for Street Lighting System for the City of Fort Wayne, Indiana and City Utilities is described as follows: 1. RELAMPING UNIT - to consist of 1 person and bucket type line truck suitably equipped for relamping and maintenance work. 2. MAINTENANCE CREW - to consist of 3 or more member crew equipped to perform maintenance, repair and construction on underground and overhead street light system including a pick-up truck, line truck w/boom and earth auger and a bucket truck w/50 foot working height available for use at all times. 3. TROUBLE SHOOTING UNIT - to consist of 1 person and 1 truck which should be available at all times to handle accidents and emergencies. 4. UNIT PRICE ITEMS - unit price list for Street Light Construction;

the Contract price is Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) for the first year, all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.

DATE: 8-12-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
|---|---|---|---|---|---|
| TOTAL VOTES | 9 | | | | |
| BRADBURY | ✓ | | | | |
| BURNS | ✓ | | | | |
| EISBART | ✓ | | | | |
| GiaQUINTA | ✓ | | | | |
| HENRY | ✓ | | | | |
| REDD | ✓ | | | | |
| SCHMIDT | ✓ | | | | |
| STIER | ✓ | | | | |
| TALARICO | ✓ | | | | |

DATE: 8-26-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE (~~RESOLUTION~~) NO. S-145-86 on the 26th day of August, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of August, 19 86, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of August, 19 86, at the hour of 2:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
Invitation For Bids/Award of Contract*



# (NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: MAINTENANCE CONTRACT 1986 CONTRACT#: 181-86

## CONTENTS

| Check if Contained | Pages | |
|---|---|---|
| X | 1 | Cover Sheet |
| X | I1 - I9 | Instruction to Bidders |
| X | S1 | Schedule |
| X | | Schedule of Items |
| X | GP1-GP7 | General Provisions |
| X | | Special Conditions |
| | | Plans and Specifications |
| | | Drawings |
| | | |
| | | |
| | | |

## ATTACHMENTS

| | | |
|---|---|---|
| X | | Anti-Apartheid Ordinance |
| X | | Non-Collusion Affidavit |
| X | | Bidder's Bond |
| X | | Performance Bond |
| X | | State Board of Accounts Form 96A |
| X | | Certificate in Lieu of Form 96A |
| X | | Prevailing Wage Scale - State of Indiana |
| | | Payment Bond |
| | | Warranty Bond |
| X | | **CERTIFICATION OF NON SEGREGATED FACILITIES** |
| X | | **BARRICADES** |
| X | | **HOLIDAY SCHEDULE** |

| Discount for prompt payment (See General Provisions Clause) | 10 Calendar Days ____% | 20 Calendar Days ____% | 30 Calendar Days ____% | Other ____% |
|---|---|---|---|---|

| Acknowledgement of Amendments | Amendment No. | Date | Amendment No. | Date |
|---|---|---|---|---|
| | | | | |
| | | | | |

* * * * * * *

BID SUBMITTED

CONTRACTOR
BY: T & F CONSTRUCTION CORP. OF INDIANA
ITS: President
J. L. Taber J. L. Taber

OFFER DATE: July 30, 1986

BIDDER AGREES TO KEEP BID OPEN FOR ACCEPTANCE FOR 90 Days (90 days unless otherwise specified)

COMPLIANCE: 7/30/86
J.C. 6/86

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

CITY OF FORT WAYNE
MAYOR

AWARD DATE: 8-6-86

B.O.W. NON-FEDERAL
AWARD WILL BE MADE ON THIS FORM
APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

DATE

# INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

July 11, 19 86
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock EST on the 30 thday of July, 19 86, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Street Lighting Resolution No. 181-86

Street Lighting Maintenance and
Unit Price Contract

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☒ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of ten percent (10 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ten percent (10 %) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Non-Collusion Affidavit
[X] (b) Prequalification Statement
(c)
(d)
(e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. ____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

| Name of Firm | Address | Type of Work |
|---|---|---|
| 1. West Acres Nursery | Fort Wayne, Indiana | |
| 2. | | |
| 3. | | |

D. The undersigned commits 0 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

| Name of Firm | Address | Type of Work |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: Major portion of this maintenance work done on Man Hour Rate and Equipment Rental Basis. No sub contract work available except Unit Price portion. We can meet the seven percent (7%) MBE on this portion.

2. We have taken the following steps in an attempt to comply with these participation goals: No WBE Contractors for electrical work as per Joe Adams (Compliance Officer).

(attach additional sheets as necessary)

Contractor T & F CONSTRUCTION CORP. OF Indiana Contractor _____

By J. L. Taber J. L. Taber By _____

Its President Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 10% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: Contractor will comply with goal of 17% for all additional employees necessary to perform work assigned by City of Fort Wayne.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____.

(attach additional sheets if necessary)

Contractor T & F CONSTRUCTION CORP. OF INDIANA

By J. L. Taber
J. L. Taber

Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on _____ at _____
(date) (time)
_____ or at such date, time, and place as The
(place)
Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☐ A. Payment Bond. In the amount of payment to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows: _____

_____

_____

SCHEDULE

Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

Street Lightig Resolution No.181-86
Maintenance and Unit Price Contract

All work will be performed in accordance with: Resolution No. 181-86, Instructions to Bidders, Bond Forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF $ 25.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within -0- days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Port Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ___ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Port Wayne, and therefore provide for liquidated damages in the sum of $_____ price per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Port Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____day of _____ 198____.

Firm Name: _____

By: _____

_____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 30th day of July, 1986.

T & F CONSTRUCTION CORP. OF INDIANA
Name of Corporation

By: J. L. Taber
President J. L. Taber

ATTEST:

V L Miller
V. L. Miller

CITY OF FORT WAYNE, INDIANA

AND

CITY UTILITIES

MAINTENANCE CONTRACT FOR STREET LIGHTING SYSTEM

AND UNIT PRICE ITEMS FOR STREET LIGHT CONSTRUCTION

INSTRUCTIONS TO BIDDERS

1. Sealed proposals will be received by the Board of Public and Safety of the City of Fort Wayne, in the State of Indiana, until 9:00 o'clock a.m. E.S.T. on the 30th day of july ,1986 at which hour the Bids well be publicly opened and read for the following work:

CONTRACT NUMBER 181-86

A. Relamping Unit - To consist of one (1) person and a bucket type line type line truck suitably equipped for relamping and maintenance work.

B. Maintenance Crew - to consist of a three (3) or more member crew equipped to perform maintenance, repair and construction on underground and overhead street light system including a pickup truck, line truck W/Boom and earth auger and a bucket truck W/50 foot working height available for use at all times.

C. Trouble Shooting Unit - To consist of one (1) person and one (1) truck which should be available at all times to handle accidents and emergencies.

D. Unit Price Items - Unit price list for Street Light Construction.

The bids will then be submitted to the Engineers for examination and comparison. Upon completion of their report as to the amounts of the different bids per unit price offered, the Board will proceed without unnecessary delay to award one contract to the lowest qualified bidder. The Board reserves the right to reject any and all Bids.

2. Permission will not be given for the withdrawal or modification of a proposal after Bid due time and date.

3. Each proposal shall be endorsed with the title of the work, the name of the Bidder, and the date of its presentation. All Bids shall be filed with the Clerk of the Board of Public Works and Safety, on or before the day and hour mentioned above and stated in the advertisement, and no proposal presented after this time shall be accepted.

4. No Bid will be accepted from or Contract awarded to any person, firm, or coporation that is in arrears to the City of Fort Wayne, upon any debt or contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any contract with the City; or who is a defaulter as to surety or upon an obligation to the City of Fort Wayne for any reason.

5. All Bids must be upon the Bid Form which follows. It is to be understood that all provisions of Bid Form 96-A, as prescribed by the State Board of Accounts, are to be considered to be a part of the Bid Form which follows, with such additions incorporated therein as found necessary for this Project. The usual Statutory Affidavit shall be made on the form provided.

6. In accordance with the provisions of an Act of the General Assembly of the State of Indiana, Chapter 306, page 1248, Acts of 1947, each bidder is required to submit under oath, with and as a part of his Bid, a statement of his experience, his proposed plan for performing the work, the equipment which he has available for the performance of the work, and a financial statement of his business. The statements must be submitted on forms prescribed by the State Board of Accounts, copies of which are bound herewith.

7. Each Bid must be accompanied by a Bond executed by the bidder and surety satisfactory to the Board of Public Works and Safety in the sum of $10,000.00; or the bidder may deposit with the Board of Public Works and Safety in lieu of such Bond, a certified check on a solvent bank, payable to the City of Fort Wayne, equal in amount to the amount required as a guarantee that should the said Bid or proposal be accepted by the Board of Public Works and Safety the bidder will, within ten (10) days from the time he shall have been notified of the acceptance of the same, enter into Contract with the City of Fort Wayne for the work bid upon, and give Bond with surety to be approved by the Board of Public Works and Safety, insuring the faithful completion of the Contract.

In case a Bid is not accepted, the obligation of the said Bond will be null and void and said certified check shall be returned to the bidder.

In case a Bid is accepted and the Bidder does enter into Contract with the City of Fort Wayne for the work bid upon, within ten (10) days from the time he shall have been notified of the acceptance of the same, and does furnish Contract Bond as required, then the obligation of the said Bond shall be null and void and the said certified check shall be returned to the Bidder.

In case a Bid is accepted and the Bidder shall refuse to or neglect to enter into a Contract with the City of Fort Wayne for the work, material or apparatus bid upon, within ten (10) days from the time he shall have been notified of the acceptance of the same, and furnish Contract Bond as required, then the obligation of the Bond shall remain in full force or effect and said certified check shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to do so.

8. The successful Bidder, at the time of signing the Contract, will be required to furnish Bond (at his own expense) guaranteeing faithful execution of the Contract, in full amount of $250,000.00 and executed by the Bidder and surety to be approved by the Board of Public Works and Safety on the Bond Form marked "Performance Bond", and bound herewith. The Performance Bond shall contain the following clause:

"The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract accompanying the same, shall in any way effect its obligation on this alteration or addition to the terms of the contract, or to the work, or to the specifications".

9. Persons, firms and corporations submitting Bids or proposals shall demonstrate to the satisfaction of the Board, before entering into contract, that they have proper facilities, expert workmen and experience to execute the contract in a proper manner; otherwise, their Bids or proposals will not be considered.

10. Each Bidder is to submit, with his proposal, a list of his installations of work similar in size and type that are in successful operation.

11. All affidavits sworn to before a Notary Public in states other than Indiana should have attached thereto a Certificate of the Clerk of the Circuit Court or a court of similar jurisdiction, that such Notary Public is authorized to administer oaths. The venue of the Affidavit should also be laid where the Affidavit is made.

12. The Board of Public Works and Safety may refuse to consider any Bid that is deficient in any of the aforementioned requirements.

13. The Specifications under which the work will be done may be obtained at the office of Board of Public Works and Safety, Ninth (9th) Floor of the City-County Building, Fort Wayne, Indiana, for a fee of twenty-five dollars ($25.00) payable to the Board of Public Works and Safety. This payment is non-refundable.

14. It shall be the responsibility of the Bidder to place his proposal in the hands of the Board of Public Works and Safety on or before the time stated for opening of the proposals. If for any reason whatsoever, including unexpected delays in the delivery of the United States Mail, the proposal is received after the time that has been set for the opening of the proposals, the proposal will not be accepted.

15. Bidders are required to visit the site and inform themselves fully of the conditions relating to construction and labor, under which the work will be done.

16. Qualification and Classification of Bidders: The Bidder must have complied with the pre-qualification regulations of the Indiana Department of State Highways. The Bidder must have previously applied to the I.D.O.H. for qualification and received a Certificate of Qualification before the time fixed for receiving bids. Bids filed by any person who has not been qualified according to the terms of the pre-qualification regulations will not be considered by the Board of Public Works and Safety.

# GENERAL

1. Parking

The City of Fort Wayne will provide reasonable parking space at the Lafayette Street Complex for trucks and equipment used daily for the different functions under this contract.

2. Payments to the Contractor

Upon receipt of proper invoices with sufficient documentation, the City of Fort Wayne or City Utilities will pay the contractor monthly for this work based on work performed and equipment rented.

3. Management of Contractor

Orders and/or instructions shall be given to the contractor by persons designated by the Board of Works or other official representative of the City of Fort Wayne.

4. Cancellation and Performance

The contractor will furnish the City of Fort Wayne a performance bond in the amount of $250,000.00 to insure satisfactory performance. The Board of Works reserves the right to cancel this contract for lack of performance, lack of cooperation, substandard workmanship or non-payment of creditors.

5. Insurance

Workmans Compensation Insurance shall cover all employees in statutory limits who perform any of the obligations assumed by Contractor under the Contract documents.

Comprehensive General Liability shall cover all operations under the Contract documents. Liability limits shall not be less than $1,000,00 each occurrence for bodily injury including death; and $500,000 each occurrence, $1,000,000 aggregate for property damage.

Automobile Liability shall cover all vehicles used in connection with the work under this contract. Public liability limits shall not be less than $500,000 each person and $1,000,000 each occurrence. Property damage limits shall not be less than $500,000 each occurrence.

Some street lighting facilities are on joint poles with Indiana and Michigan and General Telephone and Electronics Company, therefore, to protect the Indiana and Michigan Electric Company and General Telephone and Electronics Company as an owner and/or lessee against any damage and injury claims that might arise out of the contractor's operations, and successful contractor before starting work, will supply evidence of insurance coverage by furnishing the Indiana and Michigan Electric Company and General Telephone and Electronics Company two copies of a Certificate of Insurance.

6. Material

The City of Fort Wayne, Indiana shall furnish all materials necessary to perform the maintenance repair or construction.

7. Permits

The City of Fort Wayne, Indiana shall supply portable mounted flasher arrow boards and advance warning signs to be used by the contractor for work within the public right-of-way. The contractor shall be responsible for their proper use and installation as per the latest edition of the Indiana Uniform Manual on Traffic Control Devices.

Any permits or fees required for street light poles and street cuts etc., will be provided by the City of Fort Wayne for this contract.

8. Each bid must be accompanied with a Bid bond or cashier check in the amount of $10,000.00.

9. Each bid must be accompanied with a financial statement (Form 96-A).

10. Each bid must be accompanied with a non-collusion affidavit.

11. Each bid must be accompanied with E.E.O. affirmative action statement.

12. Period of contract shall be from date of contract through August 31, 1987 with option to extend for one year through August 31, 1988 based on escalation percentage submitted with bid.

# DETAILED SPECIFICATIONS FOR RELAMPING UNIT

City of Fort Wayne

These specifications are intended to cover the duties and responsibilities of the contractor and City for the relamping of the Street Lighting System

## Contractor's Responsibilities

1. The contractor will be required to furnish one (1) person and a bucket-type truck suitable for relamping fixtures with a working height of up to 40 feet. The truck should be capable of carrying at least 200 light bulbs, 15 pieces of light fixture glassware, 5 photocells, fuses, sockets, series protective spots, rags, etc. It should also be equipped with adequate warning lights for traffic protection.

2. This unit will be equipped with VHF radio transceiver on a City of Fort Wayne's Communications Department frequency at no cost to the Contractor. The radio would be used primarily to contact the relamping unit during working hours in the event of an accident or damage to the street lighting system.

3. The person operating this unit must be a lineman and should be capable of operating this unit, reading maps, having a fair knowledge of the City street locations, reading the list of street light locations, filing a daily report, and having a general knowledge of electrical circuits to perform maintenance operations.

4. This unit would be expected to perform certain patrolling duties such as turning street light circuits on and checking lamp failures. Lists of lamp outages would be furnished this unit every morning with a possible supplementary list at noon. The unit would be expected to make minor repairs to the street lighting circuits including changing fixtures, photocells, glassware, and any other minor field repairs within the capability of this unit. In inclement weather, this person would be expected to repair damaged fixtures or equipment in a protected location.

5. Because of vacations, sickness, and truck maintenance, the contractor is expected to have available personnel and equipment to substitute on those occasions.

6. The relamping unit would operate on an 8 hour day, 5 day a week basis exclusive of holidays and would probably replace approximately 25 - 40 lamps per day and drive approximately 65 miles per day.

7. The definition of Holidays in the specifications and Bid shall be those "Closing Days" as observed by the City of Fort Wayne - List of Holidays attached.

8. This crew will work under the direction of the City of Fort Wayne Maintenance Supervisor and/or the Street Light Supervising Engineer or their designated representative.

9. The following tools and equipment are mandatory for the relamp, service and callout truck to be furnished by Contractor.

1 - Clip-on amp meter 6A to 100A scale

1 - 120 - 240V test light

2 - 2' long #10 copper jumper wire with clips

1 - set of slack blocks with 3 grips for #8 to #2 copper and aluminum wire

Presses and crimpers for connection and splicing of copper and aluminum wire sizes from #12 to #2 stranded

100' - 3/8" rope for straight line

100' - 1/8" rope with throwball

1 - Pr. Copper cutter to cut up to 4/0 copper and aluminum wire

1 - Pr. bolt cutter to cut 1/2" steel rod

1 - 10' straight ladder

1 - 15' chain

1 - set of socket wrenches 1/4 to 7/8"

3 - line hose

1 - rubber blanket 36" x 36" 15 K.V. voltage check

1 - Pr. tree trimmers with extension stick to reach 25'

1 - 5' round nose shovel

1 - 5' square nose shovel

1 - broom for cleaning debris

12 - safety cones

3 - Type I Flasher Barricades

City of Fort Wayne

These specifications cover the furnishing of labor, equipment and tools for performing the necessary maintenance of the City of Fort Wayne Street Lighting System.

Maintenance Unit Responsibilities

1. The Contractor will provide a maintenance crew comprised of a working foreman, a lineman and one or more assistants and equipped with a 50' working height bucket truck, a line truck with boom, claws, a hole boring unit and a pole trailer for handling street light poles. The working foreman should be a qualified lineman and have qualifications as outlined in appendix "A" attached.

2. The contractor should have available on a rental basis, other maintenance equipment including a trencher, a concrete sawing machine, an air compressor with hammer.

3. Maintenance orders would be issued by Street Light Engineering to repair parts of the lighting system and the City of Fort Wayne would furnish all materials required to perform maintenance and repair work. The crew would provide daily written reports as to the work performed on each order and cause of damage such as faulted cable, accident, tree damage, windstorm, etc.

4. This crew in addition to doing maintenance of the street lighting system, would be expected to perform maintenance on the present series street lighting system. Since these are located adjacent to the primary wires (4000 volts) this would require proper safety equipment such as rubber gloves, insulated hose, blankets, etc. The crew would also be expected to change and maintain the series street lighting regulators which are part of this street lighting system. This crew will also perform maintenance of municipally owned distribution systems (up to 12 KV) behind I & M primary metering points.

5. This crew would be used on an hourly basis to perform the maintenance requirements. Anticipated operating time for this crew would be between 4-5 daysper week for normal work, but with the capability of working overtime in emergency conditions. This crew can also install miscellaneous light orders.

6. At least one truck would be radio equipped. Radio furnished, installed and maintained by the City of Fort Wayne.

7. Contractor will be paid for this crew on hourly contract rate basis for all hours when workmen are paid by contractor due to inclement weather. Two (2) hour report time will be paid on days crew reports for work but does not work. The crew can be directed to perform miscellaneous work inside until such time the maintenance supervisor can determine if the weather is too inclement to perform outside maintenance work. This does not apply in case of an emergency. When no work is available, the maintnenace supervisor will advise the crew not to report the next morning the preceding afternoon.

8. This crew will work under the direction of the City of Fort Wayne Maintenance Supervisor and/or the Street Light Supervising Engineer or their designated representative.

9. The following tools and equipment are mandatory for the maintenance truck to be furnished by Contractor.

1 - 120-240 V test light

1 - clip on amp meter 6A to 100A scale

1 - Volt-ohms meter 10V to 500 scale A.C. - D.C. x 1 to 1000 ohms scale

1 - set of earphones with 2 - 1/4" x 3' rods with wood handles and 125' of #14 or 16 copper flexible wire and clips for locating trouble on series circuits

1 - cable and fault finder for locating wire and finding faults in underground wire

2 - 2' - #12 copper wire flexible jumper and 2 #10 jumper with clips

1 - pipe cutter 1/2" to 2"

2 - 14" pipe wrenches

1 - 16" or 18" crescent wrench

1 - sledge hammer

1 - wood handle pick

1 - frost bar

1 - 3/4 ton chain hoist

2 - 15' chains

1 - 1/2" drill with wood and steel bits 1/4 to 3/4"

1 - 1/4" drill with assortment of drill bits

1 - Skil drill with concrete drill from 1/4" to 1 1/4 for anchor bolt

1 - 100 tape line

1 - 100' extension cord

1 - set of socket wrenches 1/4" to 1 1/2"

1 - set of end wrenches 1/4 to 1 1/2"

1 - 20' extension ladder

1 - ax

1 - Pr. tree trimmers with extension to reach 25'

1 - set of slack blocks and 5 grips for copper and aluminum wire - size from #8 to #2 strand

Crimpers and presses for connection and splices of copper and aluminum wire from #12 to #2 strand

Rubber Goods -

8 line hose

1 - 36" x 36" blanket 15 KV tested

6 pin and insulator covers

1 - 40' long hand line 3/8 rope

100' - 3/8" rope for straight line

125' - 1/8" rope with throwball

8 - 3/8" rope slings

2 - 5" round nose shovels

2 - 5' square nose shovels

1 - spade

1 - tile scoop or shovel for cleaning trench

2 - flexible nylon blocks

15 - safety cones

4 - barricades Type 1

1 - pole cant hook

# SPECIFICATIONS FOR THE TROUBLE SHOOTING UNIT

City of Fort Wayne

These specifications cover the labor and/or equipment to perform Trouble Shooting of the City of Fort Wayne Street Lighting System.

1. The contractor will supply the services of a trouble shooting unit which will be available 24 hours a day, 7 days a week to handle accidents or emergencies. This unit shall consist of one man and/or one truck adequately equipped to handle emergencies.

2. The contractor shall supply the City of Fort Wayne a telephone number for emergency after hour calls. When called, the Trouble Shooting unit shall respond to the site within one hour. He shall be capable of immediate temporary repair to the street lighting equipment for public safety. A maintenance order would be issued to the maintenance crew for necessary permanent repairs the following work day.

3. During normal work hours, the trouble shooting function shall be performed by the relamping unit.

4. The City shall have the option to provide their own trouble shooting person using contractor's equipment. In the event City elects to use this option, the contractor shall make available at the Lafayette Complex or other areas requested by City, a trouble shooting vehicle adequately equipped. This vehicle may be the relamping unit. Contractor shall provide all maintenance, insurance, fuel upkeep, etc. to keep trouble shooting vehicle in top working condition. A separate bid price will be submitted for per hour of use for troubleshooting vehicle using City personnel. Also, a bid price shall be submitted for a monthly rate of making trouble shooting vehicle available for City personnel use. City may use either hourly or monthly bid rate but not both concurrently.

5. The contractor shall be paid a minimum of two (2) hours for each call out for the trouble shooting unit. The per hour rate shall be as bid. Multiple trouble shooting calls falling within the call out two hour period will not be paid for on a concurrent basis.

# LINEMAN

## Definition:

Under supervision, installs, removes and repairs de-energized or energized lines and equipment, both overhead and underground, and climbs poles, towers, and structures in constructing, maintaining, and repairing street lighting and overhead lines; performs related work as required.

## Examples of Duties:

Strings, splices, sags, ties in dead ends, and removes wire and cable for new or existing transmission and distribution overhead lines; installs and removes equipment and materials such as line and instrument transformers, lighting arresters, cutouts, switches, street light relays, line hardware and guys; locates and repairs faults; re-fuses line and transformer cutouts; changes line and transformer taps; phases out and parallels circuits; assembles and erects equipment mountings such as crossarms and transform platforms; erects and repairs steel towers and A and H frames; runs new service lines or re-routes or repairs existing service lines; uses voltmeters, ammeters, maximeters, phase rotators, and the like; climbs and trims trees interfering with work or with lines; patrols lines.

## Employment Standards:

Education and Experience: Completion or the equivalent of high school, plus completion of four years experience as apprentice lineman.

Knowledge and Abilities: Thorough working knowledge of the functions of overhead line equipment; working knowledge of Utility distribution standards; working knowledge of Utility overhead line circuits, and their voltage; demonstrated ability and skill in connecting transformers in a three phase bank.

# TOOLS FOR WORKING FOREMAN AND LINEMAN ON MAINTENANCE AND RELAMPING AND SERVICE TRUCK

**ALL WORKERS ARE TO HAVE COMPLETE SET**

1 - body belt and safety

1 - Pr. climbers

1 - Nut and bolt bag

1 - Tool pouch

1 - 12" crescent wrench

1 - 6 or 8" crescent wrench

1 - Pr. Channel locks

1 - Pr. 8" lineman pliers

1 - 6' folding rule

1 - 2 lb. hammer

1 - skinning knife

## BID PROPOSAL

LABOR AND EQUIPMENT

| | | |
|---|---|---|
| 1. | Relamping Unit - Per 8 Hour Day (Normal Work Day) | 315.00 |
| 2. | Relamping Unit - Per Hour of Overtime (Sundays and Holidays) | 50.00 |
| 3. | Relamping Unit - Per Hour of Overtime (Saturdays and Weekdays) | 40.00 |
| 4. | Maintenance Unit - Per Hour (Normal work day) | 106.00 |
| 5. | Maintenance Unit - Per hour of Overtime (Sundays and Holidays) | 144.00 |
| 6. | Maintenance Unit - Per Hour of Overtime (Saturdays and Weekdays) | 113.00 |
| 7. | Trouble Shooting Vehicle (Equipment and Operator) Per Hour | 50.00 |
| 8. | Trouble Shooting Vehicle (Equipment Only) Per Hour | 6.00 |
| 9. | Trouble Shooting Vehicle (Equipment Only) Per Month | 500.00 |

Equipment Rental List and Rates

Street Light Construction Unit Price List

Above prices and rates shall be firm through August 31, 1987. Escalation adjustment of 5 percent shall be effective September 1, 1987 through August 31, 1988 on all Rates and Prices Labor Items Only.

# EQUIPMENT RENTAL RATES

| EQUIPMENT | HOURLY RATE |
|---|---|
| AIR COMPRESSOR (INCL. AIR HOSE AND TOOLS) 125 CFM | 12.00 |
| BACKHOE W/FRONT ENDLOADER ATTACHMENT | 20.00 |
| MATERIAL/CABLE TRAILER | 4.00 |
| ELECTRIC WELDER INCL. CABLES - 400 AMP | 11.50 |
| PUMP 2" to 3" INCL. GAS AND OIL | 8.00 |
| POLE TRAILER | 4.00 |
| TRENCHING MACHINE 4" to 8" WIDTH | 16.50 |
| WHEEL TRENCHER (EARTH SAW) 4" WIDTH FOR CONCRETE, ASPHALT, ETC. | 32.00 |
| 1/2 OR 3/4 TON PICKUP TRUCK | 4.50 |
| TRUCK W/INSULATED BOOM AND PERSONNEL BUCKET 35' TO 50' HEIGHT | 20.00 |
| LINE TRUCK W/HYDRAULIC BOOM AND EARTH AUGER | 24.00 |
| TRUCK - FLAT BED W/WINCH AND A-FRAME | 11.00 |
| TRUCK - FLAT BED WITHOUT WINCH OR A-FRAME | 8.00 |
| LINE TRUCK W/WINCH - A-FRAME AND TOOLS | 13.00 |
| TRUCK MOUNTED EARTH AUGER OR BORING MACHINE - AUX. DRIVEN | 32.00 |
| TRUCK W/PITMAN HYDRALIFT AND PERSONNEL BUCKET | 25.00 |
| TRENCHER W/HORIZONTAL BORING MACHINE | 18.00 |
| TRACTOR BACKHOE W/HORIZONTAL BORING OR PIPE PUSHING MACHINE | 22.00 |
| CHIPPER TRUCK AND CHIPPER | 14.00 |
| HYDRAULIC PIPE PUSHER UP TO 4"-MANUALLY OPERATED | 5.00 |
| DUMP TRUCK 5 CU. YD. | 16.00 |

# UNIT PRICES

| | Unit | Unit Price |
|---|---|---|
| **Set Poles - Including Hauling, Distribution, Digging Holes, Setting and Back-filling and Restoration** | | |
| **Cedar and Pine - All Classes** | | |
| 30' | Each | 67.00 |
| 35' | Each | 79.00 |
| 40' | Each | 83.00 |
| 45' | Each | 96.00 |
| 50' | Each | 110.00 |
| **Aluminum Poles - Embedded Base** | | |
| 16' | Each | 76.00 |
| 22' | Each | 77.00 |
| 28' | Each | 78.00 |
| 33' | Each | 79.00 |
| **Steel/Aluminum Poles with Transformer Base** | | |
| 20' | Each | 59.00 |
| 25' | Each | 59.00 |
| 30' | Each | 77.00 |
| 35' | Each | 85.00 |
| 50' | Each | 112.00 |
| **Steel/Aluminum Poles without Transformer Base** | | |
| 20' | Each | 58.00 |
| 25' | Each | 58.00 |
| 30' | Each | 74.00 |
| 35' | Each | 81.00 |
| 50' | Each | 108.00 |
| **Concrete Base for poles including Anchor Bolts and Conduit** | | |
| 18" Dia x 4' | Each | 119.00 |
| 24" Dia x 5' | Each | 142.50 |
| 30" Dia x 6' | Each | 227.00 |
| 36" Dia x 8' | Each | 302.00 |
| Extra Depth for Above Foundation | V. F. | 22.70 |
| Aluminum and concrete poles up to and including 35 foot in length set in earth and stone backfilled to 4 foot depth backfill as required including Disposal of Excavate. All material and equipment for backfill furnished by Contractor. | Each | 81.00 |
| Removal of 10' - 12' ornamental post | Each | 31.80 |
| Removal of Existing luminaire or fixture | Each | 8.50 |
| Install adapter and new posttop luminaire on existing ornamental post including wiring and connections | Each | 21.60 |
| Remove 30' to 50' aluminum/concrete pole | Each | 39.80 |
| Remove 16' to 28' aluminum/conrete pole | Each | 27.00 |

| | Unit | Price |
|---|---|---|
| Install Town and Country luminaire w/lamp | Each | 21.30 |
| Install G. E. P.M.A. Contemporary w/lamp | Each | 21.30 |
| Install 12' aluminum post on existing base | Each | 47.50 |
| Mast Arms on Wood Poles | | |
| 24" | Each | 41.00 |
| 6' | Each | 41.00 |
| 8' | Each | 41.00 |
| 12' | Each | 44.00 |
| 16' | Each | 50.00 |
| Mast Arms on Concrete Poles with Single or Twin Brackets | | |
| 4' | Each | 34.00 |
| 6' | Each | 37.00 |
| 8' | Each | 41.00 |
| 10' | Each | 41.00 |
| 12' | Each | 44.00 |
| 15' | Each | 50.00 |
| Mast Arms on Aluminum Poles Davit or Truss Type | | |
| 4' | Each | 34.00 |
| 6' | Each | 41.00 |
| 8' | Each | 41.00 |
| 10' | Each | 41.00 |
| 12' | Each | 44.00 |
| 15' | Each | 50.00 |
| Twin Mast Arms on Aluminum or Concrete Poles - Davit or Truss Type | | |
| 4' | Each | 50.00 |
| 6' | Each | 57.00 |
| 8' | Each | 67.00 |
| 10' | Each | 77.00 |
| 12' | Each | 87.00 |
| 15' | Each | 99.00 |
| Install Street Light Fixture on Pole Top or Mast Arm including Lamp and Connections. All sizes including Photocell if used. | Each | 21.30 |
| Remove Existing Mast Arms from Poles All Sizes and Types including Fixture | Each | 27.00 |
| Remove Existing Street Light Conductor All Sizes - Per Each One Wire Span | | |
| Remove Duplex - One Wire Span | Each | 17.50 |
| Remove Triplex - One Wire Span | Each | 19.20 |

| | | |
|---|---|---|
| Install Overhead Conductor Per One Wire Span - All Sizes | | |
| Duplex | Each | 40.00 |
| Triplex | Each | 47.00 |
| Quadruplex | Each | 53.00 |
| Underground Cable in Trench- Aluminum or Copper Conductor - All Sizes | | |
| 1/C Cable | Lin. Ft. | .38 |
| 2/C Cable | Lin. Ft. | .44 |
| 3/C Cable | Lin. Ft. | .54 |
| Underground Trench in Earth including Excavation and Backfill | Lin. Ft. | 1.20 |
| Remove and Replace Concrete Sidewalks and Driveways for Trenching including Cost of Cutting, Concrete Material, Sand Backfill, etc. | Sq. Ft. | 4.90 |
| Conduit May be rigid steel or plastic | | |
| Push Conduit under Streets, Sidewalks, Driveways, etc. | | |
| 1' to 20' length of Push | Lin. Ft. | N/A |
| 3/4" to 1" | Lin. Ft. | 3.20 |
| 1 1/2" | Lin. Ft. | 4.00 |
| 2" | Lin. Ft. | 4.50 |
| 2 1/2" | Lin. Ft. | 5.30 |
| 3" | Lin. Ft. | 7.10 |
| 21' and over Length of Push | Lin. Ft. | N/A |
| 3/4" - 1" | Lin. Ft. | 4.00 |
| 1 1/2" | Lin. Ft. | 5.00 |
| 2" | Lin. Ft. | 6.00 |
| 2 1/2" | Lin. Ft. | 6.80 |
| 3" | Lin. Ft. | 8.50 |
| Install Conduit in Open Trench | | |
| 1" | Lin. Ft. | 1.40 |
| 1 1/4" | Lin. Ft. | 1.60 |
| 1 1/2" | Lin. Ft. | 1.90 |
| 2" | Lin. Ft. | 2.40 |
| 2 1/2" | Lin. Ft. | 2.50 |
| 3" | Lin. Ft. | 2.60 |
| Remove and Replace Asphalt Street or Driveway including Material | Sq. Ft. | 11.90 |
| Remove Poles - Including Pulling, Hauling to Storage Site and Backfilling Hole | | |

| | | |
|---|---|---|
| Cedar and Pine - All Classes | | |
| 30' | Each | 42.20 |
| 35' | Each | 47.20 |
| 40' | Each | 52.20 |
| 45' | Each | 58.40 |
| 50' | Each | 66.00 |
| Install PVC or Steel Conduit above ground on Poles and Structures | | |
| Rigid Conduit 1" | Lin. Ft. | 2.40 |
| " " 1 1/4" | Lin. Ft. | 2.50 |
| " " 1 1/2" | Lin. Ft. | 2.80 |
| " " 2" | Lin. Ft. | 3.10 |
| " " 2 1/2" | Lin. Ft. | 3.20 |
| " " 3" | Lin. Ft. | 3.30 |
| Install 120/240 Volt Main Lighting Panel | Each | 62.00 |
| Remove Main Lighting Panel | Each | 18.70 |
| Install 120/240 Volt Timer for Lighting | Each | 37.20 |
| Remove Lighting Timer | Each | 12.50 |
| Install 120/240 Volt Lighting Contactor | Each | 37.20 |
| Remove Lighting Contactor | Each | 12.50 |
| Install Push Button Station Complete | Each | 23.70 |
| Remove Push Button Station | Each | 8.80 |
| Install 120/240 Volt Main Lighting Switch | Each | 31.10 |
| Remove 120/240 Volt Main Lighting Switch | Each | 12.50 |
| Install Meter Base | Each | 23.70 |
| Remove Meter Base | Each | 8.80 |

| | | |
|---|---|---|
| Install Concrete Poles - Embedded Base | | |
| 16' to 25' | Each | 37.30 |
| 30' | Each | 40.80 |
| 35' | Each | 44.80 |
| 40' | Each | 51.30 |
| Install Crossarms - Including Pins, Insulators and Braces. | | |
| 4 Pin (Single) | Each | 13.00 |
| 6 Pin (Single) | Each | 14.50 |
| 8 Pin (Single) | Each | 17.30 |
| 4 Pin (Double) | Each | 30.80 |
| 6 Pin (Double) | Each | 33.30 |
| 8 Pin (Double) | Each | 39.10 |
| Remove Crossarms - Including Pins, Insulators and Braces. | | |
| 4 Pin (Single) | Each | 10.60 |
| 6 Pin (Single) | Each | 11.80 |
| 8 Pin (Single) | Each | 13.00 |
| 4 Pin (Double) | Each | 24.00 |
| 6 Pin (Double) | Each | 26.10 |
| 8 Pin (Double) | Each | 29.20 |
| Install Overhead Conductor #4 and Smaller (one wire span) | Each | 27.30 |
| Remove Overhead Conductor #4 and Smaller (one wire span | Each | 13.60 |
| Splice 2/C #6 and Smaller Underground 600V Cable | Each | 17.40 |
| Remove and Replace Concrete around Existing Pole | Each | 65.00 |
| Remove Down Guy (not inc/Anchor) | Each | 16.90 |
| Install Down Guy Complete | Each | 97.00 |
| Install Overhead Guy. | Each | 62.00 |
| Remove Overhead Guy | Each | 17.40 |
| Install Pole Top Pin | Each | 9.50 |
| Remove Pole Top Pin | Each | 3.80 |
| Install Secondary or Primary Clevis | Each | 10.60 |
| Remove Secondary or Primary Clevis | Each | 5.00 |
| Install Dead End Clevis or "J" Hook | Each | 9.40 |
| Remove Dead End Clevis or "J" Hook | Each | 2.90 |

| | | |
|---|---|---|
| Install Spacer Cable Bracket | Each | 15.50 |
| Remove Cable Spacer Bracket | Each | 8.80 |
| Remove Secondary Rack - 2 or 3 Wire | Each | 6.30 |
| Remove 30 AMP, 120 Volt Relay and Conduit | Each | 28.60 |
| Welding Anchor Bolts into Re-Bar Cage for St. Light Foundations | Each | 12.00 |
| Trench Cleanup - Grading, Topsoil and Reseed | Lin. Ft. | .50 |
| Same as above with straw. | Lin. Ft. | .60 |
| Install Ground Rod in St. Light Foundation | Each | 4.30 |
| Close Up Arc Circuit Incl. removal of D. E. | Each | 22.40 |
| Remove Constant Current Transformer 1-5 KW | Each | 61.00 |
| "Ditto" 7.5-20 KW | Each | 68.40 |
| "Ditto" 25-40 KW | Each | 77.00 |
| Remove Two Pole Oil Switch | Each | 43.40 |
| Install Distribution Cutout | Each | 20.50 |
| Remove Distribution Cutout | Each | 6.30 |
| Install Distribution Lighting Arrester | Each | 17.70 |
| Remove Distribution Lighting Arrester | Each | 6.30 |
| Remove Type IL and SL Transformer 1/2-3 KVA | Each | 16.20 |
| Remove Steel Street Light Pole on Base | Each | 57.10 |
| Remove and Replace concrete for setting pole | Each | 65.00 |
| Trench in Concrete and Asphalt Street - Saw with 4" wide saw - Replace after cable installation- Streets, Alleys and Sidewalks | Lin. Ft. | 7.80 |

| | | |
|---|---|---|
| Install 10 KVA Transformer (Series Regulator) | Each | 64.60 |
| Install 15 KVA Transformer (Series Regulator) | Each | 83.30 |
| Install 25 KVA Transformer (Series Regulator) | Each | 103.10 |
| Remove 10 KVA Transformer (Series Regulator) | Each | 36.00 |
| Remove 15 KVA Transformer (Series Regulator) | Each | 46.00 |
| Remove 25 KVA Transformer (Series Regulator) | Each | 56.00 |
| Remove Street Light Pole Concrete Foundation Including Anchor Bolts | | |
| 18" x 18" | Each | 56.00 |
| 24" x 24" | Each | 74.50 |
| 36" x 36" | Each | 112.00 |
| Install 30 A 120/240V Relay W/Photocell | Each | 23.70 |
| Hand Hole Pull Box w/Frame and Cover | Each | 43.50 |
| Remove Anchor Rod Only | Each | 6.30 |
| 4" Concrete & asphalt cut w. wheel saw only | Lin. Ft. | 5.40 |
| Back fill 4" x 24" trench w/#73 stone | Lin. Ft. | .45 |
| Install 3/c PVC cable duct wire in trench | Lin. Ft. | 1.30 |
| Install multiple compression fitting w. insulation cover | Each | 2.70 |
| Install insulation link | Each | 1.40 |
| Install fused connector | Each | 1.60 |
| Install grounding lug | Each | 1.30 |
| Remove cast iron gooseneck arm | Each | 27.30 |
| Pain orn. post 10-20 | Each | 24.80 |
| Pain orn. post 20-40 | Each | 43.50 |

| ITEM | UNIT | PRICE |
|---|---|---|
| .tall #2 thru #4/0 overhead cable per one wire span | Each | 55.00 |
| Remove #2 thru #4/0 overhead cable per one wire span | Each | 15.00 |
| Install #2 thru #4/0 secondary neutral dead end assembly per one wire span | Each | 11.00 |
| Remove #2 thru #4/0 secondary neutral dead end assembly per one wire span | Each | 6.00 |
| Install #2 thru #4/0 primary neutral dead end assembly | Each | 11.00 |
| Remove #2 thru #4/0 primary neutral dead end assembly | Each | 6.00 |
| Install 25 KVA and smaller Distribution Transformer | Each | 141.00 |
| Install 37 KVA thru 50 KVA Distribution Transformer | Each | 273.00 |
| Remove 25 KVA and smaller Distribution Transformer | Each | 71.00 |
| Remove 37 KVA thru 50 KVA Distribution Transformer | Each | 136.00 |
| stall 10 KVA and smaller single phase riser sembly #4 wire primary #4 wire secondary | Each | 30.00 |
| Install 25 KVA single phase riser assembly #4 wire primary #2 wire secondary | Each | 30.00 |
| Install 37 KVA single phase riser assembly #4 wire primary 1/0 secondary | Each | 30.00 |
| Install 50 KVA single phase riser assembly #4 wire primary 4/0 secondary | Each | 30.00 |
| Remove 10 KVA and smaller single phase riser assembly #4 wire primary #4 wire secondary | Each | 15.00 |
| Remove 25 KVA single phase riser assembly #4 wire primary #2 wire secondary | Each | 15.00 |
| Remove 37 KVA single phase riser assembly #4 wire primary 1/0 secondary | Each | 15.00 |
| Remove 50 KVA single phase riser assembly #4 wire primary 4/0 secondary | Each | 15.00 |
| nstall three phase riser assembly all sizes up 150 KVA Bank | Each | 150.00 |
| emove three phase riser assembly all sizes up o 150 KVA Bank | Each | 50.00 |

| ITEM | UNIT | PRICE |
| --- | --- | --- |
| stall cluster bracket for three phase bank | Each | 78.00 |
| Remove cluster bracket for three phase bank | Each | 39.00 |

We suggest the below listed units be included in this contract for use by the Fort Wayne Traffic Engineering Department.

For consideration, Contractor must be pre-qualified for signal work by the Indiana State Highway Commission.

| ITEM | UNIT | PRICE |
|---|---|---|
| Install Traffic Signal Controller--Pole MTD | Each | 199.00 |
| Install Traffic Signal Controller--Pedestal MTD | Each | 186.00 |
| Install Traffic Signal Controller--Foundation MTD | Each | 174.00 |
| Install Foundation Complete for Controller--Concrete | Each | 236.00 |
| Install Type "A" Foundation (2'x2'x3') with anchor bolts | Each | 112.00 |
| Remove Signal Controller--All types | Each | 62.00 |
| Install Traffic Signal Head-1-2 Face | Each | 55.00 |
| Install Traffic Signal Head-3-4 Face | Each | 63.00 |
| Install Pedestrian Signal with pipe arms and pole plates | Each | 59.60 |
| Remove Signal Head--All Sizes | Each | 22.40 |
| Remove Controller Foundation | Each | 62.00 |
| Install Aluminum/Steel Pole on Base | Each | 68.40 |
| Install Comb. St. Lite & Traffic Pole on Base | Each | 80.80 |
| Install Mast Arm on Pole 15' | Each | 57.10 |
| Install Mast Arm on Pole 20' | Each | 62.00 |
| Install Mast Arm on Pole 25' | Each | 67.00 |
| Install Mast Arm on Pole 30' | Each | 73.30 |
| Install Mast Arm on Pole 35' | Each | 81.00 |
| Remove Aluminum/Steel Traffic Pole | Each | 40.00 |
| Remove Combination Pole | Each | 43.50 |
| Install O.H. Strain Cable-1 Wire Span | Each | 108.00 |
| Remove O.H. Strain Cable-1 Wire Span | Each | 54.00 |
| Install O.H. Signal Cable on Strain Cable or Pole-Multi Conductor--Per Lin. Ft. | Foot | .55 |
| Remove O.H. Signal Cable | Foot | .35 |
| Install Signal Cable in pole and mast arm | Foot | .40 |

| | | |
|---|---|---|
| Install Signal Cable in Conduit -- All Sizes | Foot | .35 |
| Remove Signal Cable from Conduit -- All Sizes | Foot | .55 |
| Install Detector Loop Incl. Saw Cut, Detector Wire and Cord Incl. Jctn Box | Foot | 9.60 |
| Install Detector Loop Amplifier | Each | 23.70 |
| Install Handhole (24" Dia. x 3'), Heavy Duty Ring and Cover | Each | 149.00 |

# The City of Fort Wayne

Board of Public Works and Safety

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Public Works and Safety that the third trick Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain Traffic Devices for Highway Construction and Maintenance Operations; Indiana State Highway Commission --- date, 1985.

Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

Effective January 1, 1986, a form will be included in bid documents requiring contractor to list names(s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester
Director of Public Works

Cosette R. Simon
Director of Administration and Finance

Lawrence D. Consalvos
Director of Public Safety

# NON-COLLUSION AFFIDAVIT

The bidder, by its officers and ALL

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement of understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the preceeds of the contract sought by this bid.

T & F CONSTRUCTION CORP. OF INDIANA

J.L. Taber

J. L. Taber President

Subscribed and sworn to before me by BONITA J KERNEY

this 30th day of July, 19 86.

NOTARY PUBLIC STATE OF INDIANA
WAYNE CO.
MY COMMISS.ON EXPIRES MAY 7 1987
ISSUED THRU INDIANA NOTARY ASSOC.

Bonita J. Kerney
Notary Public Bonita J. Kerney

My Commission Expires: May 7, 1987 Resident of Wayne County

Subscribed and sworn to before me by _____

this _____ day of _____, 19 ___.

_____
Notary Public

My Commission Expires: _____

Subscribed and sworn to before me by _____

this _____ day of _____, 19 ___.

_____
Notary Public

My Commission Expires: _____

# CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, J. L. Taber (name), the President (position) of T & F CONSTRUCTION CORP. OF INDIANA (company) hereby certify:

(1) That the Financial Statement of said company, dated the 31st day of October, 1985, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: July 30, 1986

J.L. Taber (signature)
J.L. Taber President

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 30th day of July, 1986.

Bonita J. Kerney
Bonita J. Kerney

BONITA J KERNEY
NOTARY PUBLIC STATE OF INDIANA
WAYNE CO.
MY COMMISSION EXPIRES MAY 7 1987
ISSUED THRU INDIANA NOTARY ASSOC.

My commission expires:

May 7, 1987

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

## BIDDER'S BOND

Know All Men by These Presents:

That WE, T & F CONSTRUCTION CORP. OF INDIANA as principal

and Fidelity and Deposit Company of Maryland

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum

of Ten Thousand and 00/100 ----------DOLLARS ($10,000.00 ),

to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Richmond, Indiana, this 30th

day of July, 19 86 .

The condition of this obligation is such that if the accompanying bid or proposal of T & F CONSTRUCTION CORP. OF Indiana

_____

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Richmond, Indiana

this 30th day of July, 19 86 .

T & F CONSTRUCTION CORP. OF INDIANA

J. L. Taber
Principal

J. L. Taber President

FIDELITY & DEPOSIT CO. OF MARYLAND

* Dorothy Jean Ellis
Surety

Dorothy Jean Ellis--Attorney-in-Fact

*If signed by an agent appropriate power of attorney shall be attached

*Power of Attorney*

# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Chamness and Dorothy Jean Ellis, all of Richmond, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, etal, dated February 10, 1981.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of May, A.D. 19 82

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND SEAL

ATTEST:

C W Robbins
*Assistant Secretary*

By C M Pecot, Jr.
*Vice-President*

STATE OF MARYLAND } ss:
CITY OF BALTIMORE }

On this 25th day of May, A.D. 19 82, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE CITY, MD.

Carol J. Fader
Notary Public Commission Expires July 1, 1982

## CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 30th day of July, 19 86

W C Bestrup
*Assistant Secretary*

L1428Ctf.—3M, 11-81 214234 —044-4672

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

NOTE I. If the bidder is a corporation, it is incorporated under the laws of the State of Indiana.

If the bidder's proposal is accepted, the contract will be signed by:

J. L. Taber
TITLE: J. L. Taber

President
TITLE:

NOTE II. Use this form if cashier's or certified check accompanies bid:

Enclosed herewith find cashier's or certified check for $_____, being 10% of the maximum bid herein, made payable to:

_____
Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said

_____ If _____
Municipality Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said _____.
Municipality

NOTE III. Use this form if bidder's bond accompanies bid:

Enclosed herewith find a bidder's bond in an amount equal to ten (10) percent of maximum bid herein, subject to the approval of the Board of Public Works, conditioned as follows: that if the Board of Public Works shall award T & F CONSTRUCTION CORP. OF INDIANA the contract for said work, and if T & F CONSTRUCTION CORP. OF INDIANA shall enter into a contract and furnish a 100% performance bond as required within 10 days from the date he is notified of the acceptance of his bid, then the obligation of said bond shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this _____ day of _____, 19___.

_____

Bidder

IN TESTIMONY WHEREOF, the bidder (a firm) have hereunto set their hands and seals this _____ day of _____, 19____.

FIRM NAME _____

Individual Names (By_____

(

(

(By_____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 30th day of July, 1986.

SEAL

T & F CONSTRUCTION CORP. OF INDIANA
Name of Corporation

J. L. Taber
President-J. L. Taber

Secretary-Treasurer
V. L. Miller

NOTE 1. If the bidder is a corporation, it is incorporated under the laws of the State of Indiana.

If the bidder's proposal is accepted, the contract will be signed by:

V L Miller V. L. Miller
Title: Secretary-Treasurer

J. L. Taber J. L. Taber
Title: President

NOTE 2. Use this form if certified check accompanies bid:

Enclosed herewith find certified check for $_____, being _____% of the maximum bid herein, made payable to:_____

_____
The Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said

_____ if _____
Municipality Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said_____.
Municipality

## CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: July 30, 19 86 T & F CONSTRUCTION CORP. OF INDIANA
(Name of Bidder)

By J. L. Taber
J. L. Taber
President
Title

Official Address (including ZIP code):

PO Box 27, Hagerstown, Indiana 47346

It is the policy of T & F CONSTRUCTION CORP. OF INDIANA (Company) that

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy T & F CONSTRUCTION CORP. OF INDIANA (Company) will not

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The T & F CONSTRUCTION CORP. OF IN (Company) will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

T & F CONSTRUCTION CORP. OF INDIANA
(Name of Company)

J. L. Taber President
(Signature of Company Official)
J. L. Taber

July 30, 1986
(Date)

# CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of T & F CONSTRUCTION CORP. OF INDIANA, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of T & F CONSTRUCTION CORP. OF INDIANA, that T & F CONSTRUCTION CORP. OF INDIANA does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 30th day of July, 1986.

T & F CONSTRUCTION CORP. OF INDIANA
(Name of Bidder/Vendor)

J. L. Taber President
(Name and Title of Person Signing)
J. L. Taber

of the prevailing wages to be paid in connection with All Construction including but not limited to streets, streetlights, sidewalks, buildings, sewers, & water lines -City of Ft. Wayne for the months July, Aug., Sept.-1986 in compliance with the provisions of CHAPTER # 319 of the Acts of the General Assembly of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

ALLEN COUNTY

| | | HOURLY RATE | H & W | PEN | VAC | APPR | MISC | EXP. DATE |
|---|---|---|---|---|---|---|---|---|
| ASBESTOS WORKERS | 1 | 18.20 | 1.32 | 1.98 | | .02 | | 12/31/86 |
| BOILERMAKERS | 1 | 18.83 | 1.475 | 1.90 | | .03 | | |
| BRICKLAYERS | 1 | 17.43 | 1.05 | 1.25 | | .04 | .34PR | 5/31/87 |
| CARPENTER (BLDG.) | 1 | 16.15 | 1.50 | 1.25 | | .02 | .01PR .04IF | 5/31/87 |
| " (HIWAY) | 1 | 14.36 | 1.55 | 1.25 | | .05 | .05ADMIN .04ICIAP | 3/31/87 |
| CEMENT MASONS | 1 | 14.15 | 1.00 | 1.00 | | .10 | .05IP | 5/31/87 |
| DRYWALL TAPER | 1 | 14.10 | 1.30 | 1.00 | | .12 | .16 uniform | 5/31/87 |
| ELECTRICIAN | 1 | 18.30 | 1.25 | 90¢+ 3% | | .08 | .01IF 5.75%PEN | 5/31/87 |
| ELEVATOR CONSTRUCTOR | 1 | 17.32 | 1.64½ | 1.27 | 8% | | | |
| GLAZIERS | 1 | 16.44 | | .70 | .40 | .02 | | 9/30/86 |
| IRON WORKER | 1 | 14.45 | 2.25 | 2.00 | .06 | | annuity3.00 .02IF | 5/31/87 |
| LABORER (BLDG) | 1 | 12.55 | 1.45 | 1.00 | | .09 | .05IP | 3/31/87 |
| " (HIWAY) | 1 | 11.13 | 1.45 | 1.00 | | .09 | | 3/31/87 |
| " (SEWER) | 1 | 11.13 | 1.45 | 1.00 | | .09 | | 3/31/87 |
| LATHER | 1 | 16.15 | 1.50 | 1.25 | | .02 | .01PR .04IF | 5/31/87 |
| MILWRIGHT & PILEDRIVER | 1 | 16.55 | 1.50 | 1.25 | | .02 | | 5/31/87 |
| OPERATING ENGR. (BLDG) | 1 | 17.60 | 1.25 | 1.80 | | .10 | .04IP | 5/31/87 |
| " " (HIWAY) | 1 | 16.25 | 1.25 | 1.80 | | .14 | | 3/31/87 |
| " " (SEWER) | 1 | 13.75 | 1.25 | 1.60 | | .10 | | 3/31/87 |
| PAINTER-BRUSH & ROLLER | 1 | 14.10 | 1.30 | 1.00 | | .12 | .16 uniform | 5/31/87 |
| " SPRAY & SANDBLAST | 1 | 15.10 | 1.30 | 1.00 | | .12 | .16 uniform | 5/31/87 |
| PLASTER | 1 | 14.43 | 1.00 | 1.00 | | .10 | .05IP | 5/31/87 |
| PLUMBER & STEAMFITTER | 1 | 19.68 | 1.00 | 1.80 | | .07 | .07IF | 5/31/87 |
| TILE & TERRAZZO FINISHER | | | | | | | | |
| LABORERS & MECHANICS | 1 | 14.75 | | | | | | 5/31/86 |
| ROOFERS | 1 | 16.10 | 1.00 | .50 | | | | 5/31/87 |
| SHEET METAL WORKER | 1 | 16.86 | 1.59 | 1.92 | | .19 | .61sasmi .19IF .05cola | 7/31/86 |
| SPRINKLER FITTERS | 1 | 18.03 | 1.70 | 1.60 | | .10 | | 3/31/87 |
| TEAMSTERS | SEE | ATTACHMENT | | | | | | |

If any CLASSIFICATIONS ARE OMMITED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE BE PAID the above and forgoing shall be minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27th DAY OF June 1986

Sue Stone
REPRESENTING GOVERNOR OF INDIANA

Sandra Schwab for Ralph Fortriede
for David Kiester
REPRESENTING THE AWARDING AGENCY

John Swaney
REPRESENTING THE STATE AFL-CIO

# T E A M S T E R S  B U I L D I N G

Effective thru 6/30/86

Trucks under three (3)tons .....$14.20 per hour

Trucks over three (3) tons .....$14.30 per hour

Truck Driver -
Euclid/Earthmover .....$14.50 per hour

Health & Welfare .....$58.70 per week

Pension .....$51.00 per week

# T E A M S T E R S  H I G H W A Y

Effective thru 4/30/87

Teamsters trucks under three (3) tons .....$13.06 per hour

Teamsters trucks over three (3) tons .....$13.26 per hour

Tandem Tandem Trucks .....$13.31 per hour

Health & Welfare.....$53.50 per week

Pension .....$55.00 per week

1986-1987-1988 HOLIDAY CLOSING DATES FOR CITY

Departments under the I.A.M. Contract

HOLIDAY SCHEDULE

| | |
|---|---|
| Labor Day | Monday, September 1, 1986 |
| General Election | Tuesday, November 4, 1986 |
| Veteran's Day | Tuesday, November 11, 1986 |
| Thanksgiving Day | Thursday, November 27, 1986 |
| Day after Thanksgiving Day | Friday, November 28, 1986 |
| Christmas Day Eve | Wednesday, December 24, 1986 |
| Christmas Day | Thursday, December 25, 1986 |
| New Year's Eve Day | Wednesday, December 31, 1986 |
| New Year's Day | Thursday, January 1, 1987 |
| Martin Luther King's Birthday | Monday, January 19, 1987 |
| Presidents Day | Monday, February 16, 1987 |
| Good Friday | Friday, April 17, 1987 |
| Primary Election | Tuesday, May 5, 1987 |
| Memorial Day | Monday, May 25, 1987 |
| Independence Day | Friday, July 3, 1987 |
| Labor Day | Monday, September 7, 1987 |
| General Election | Tuesday, November 3, 1987 |
| Veteran's Day | Wednesday, November 11, 1987 |
| Thanksgiving Day | Thursday, November 26, 1987 |
| Day after Thanksgiving Day | Friday, November 27, 1987 |
| Christmas Eve Day | Thursday, December 24, 1987 |
| Christmas Day | Friday, December 25, 1987 |
| New Year's Eve Day | Thursday, December 31, 1987 |

| | |
|---|---|
| New Year's Day | Friday,January 1, 1988 |
| Martin Luther King's Birthday | Monday, January 18, 1988 |
| Presidents Day | Monday, February 15, 1988 |
| Primary Election | Tuesday, May 3, 1988 |
| Memorial Day | Monday, May 30,1988 |
| Independence Day | Monday, July 4, 1988 |

7351

Admn. Appr. _____

DIGEST SHEET

S-86-08-18

TITLE OF ORDINANCE Street Lighting Maintenance Contract #181-86

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 181-86, Construction and Maintenance Contract for Street Lighting System for the City of Fort Wayne, Indiana and City Utilities is described as follows: 1. RELAMPING UNIT - to consist of 1 person and bucket type line truck suitably equipped for relamping and maintenance work 2. MAINTENANCE CREW - to consist of 3 or more member crew equipped to perform maintenance, repair and construction on underground and overhead street light system including a pick-up truck, line truck w/boom and earth auger and a bucket truck w/50 foot working height available for use at all times 3. TROUBLE SHOOTING UNIT - to consist of 1 person and 1 truck which should be available at all times to handle accidents and emergencies. 4. UNIT PRICE ITEMS - unit price list for Street Light Construction. T& F Construction Corporation of Indiana is the contractor.

EFFECT OF PASSAGE Maintenance of Street Light for the City

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $250,000 first year

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. S-86-08-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Street Lighting Maintenance Contract for REs. #181-86, between T & F Construction Corporation of Indiana and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

| YES | | NO |
|---|---|---|
| | PAUL M. BURNS<br>CHAIRMAN | |
| | THOMAS C. HENRY<br>VICE CHAIRMAN | |
| | BEN A. EISBART | |
| | JAMES S. STIER | |
| | MARK E. GiaQUINTA | |

CONCURRED IN 8-26-86

SANDRA E. KENNEDY
CITY CLERK